Exhibit 1

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 2 of 65



Liberty Mutual Insurance 350 E 96th Street Indianapolis, IN 46240

December 13, 2022

Mr Nitin 175 Berkeley Street Boston, MA 02116

Insured Name: Rose Thompson
Policy Number: AOV25108838090

Claim ID: 046444805 Date of Loss: 08/02/2021 Effective Date: 04/30/2021

I hereby certify that the attached is a true and accurate copy of the documents requested for the policy listed above as maintained by the Liberty Mutual Personal Insurance Company in the usual and customary course of its business.

Sincerely,

Michael Quiroz-Smith

Policy Copy

Support

MQS

Enclosures





ACTION REQUIRED:

Call 1-800-225-8285

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Auto Policy Declarations Liberty Mutual Personal Insurance Company Total Annual Premium: \$1,831.00

Reason for your new declarations page: Policy Change 04 Please refer to the Change Detail section for more information.

Effective date of this change: 08/03/2021

32547-2102

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Rose Thompson Policy Number: AOV-251-088380-90 1 2

Mailing Address: 2 Allen Dr Policy Period: Coverage begins at the later of:

Fort Walton Beach FL Coverage begins at the later of:

(1) 12:01 AM on 04/30/2021, or (2)

The time that the application for

insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 AM on 04/30/2022

Declarations Effective: 08/03/2021 Affinity Affiliation: EverQuote

Vehicles Covered by Your Auto Policy

	3	3		
	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2016	NISSAN	VERSA	3N1CN7AP3GL823184
Driv	er Information			
	NAME	STATE	NAME	STATE
1	Rose Thompson	FL		

To ensure proper coverage, please contact us to add drivers not listed above.



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Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number: AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

VEH 1 2016 **NISSAN VERSA**

Vehicle Safety Discount

Policy Discounts

- Early Shopper Discount
- · Online Quote Discount
- · Violation Free Discount
- Good Payer Discount · Paperless Discount
- Homeowner Discount
- · Preferred Payment Discount

Policy Benefits

Accident Forgiveness:

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMIT	S	PREMIUM PER VE	EHICLE
			VEH 1	
			2016	
			NISSAN	
			VERSA	
A. Liability				
Bodily Injury	\$	10,000 Each Person	\$537	
	\$	20,000 Each Accident		
Property Damage	\$	10,000 Each Accident	\$355	
C. Uninsured Motorists				
Uninsured Motorists	\$	10,000 Each Person	\$609	
Bodily Injury	\$	20,000 Each Accident		

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 5 of 65

Want to Add a Coverage?

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Coverage Information continued

COVERAGE	LIMITS	PREMIUN	Л PER VEHICLE	
		VEH 1		
		2016		
		NISSAN		
		VERSA		
D. Coverage for Damag	ge to Your Auto			
Collision		Not		
		Purchased*		
Personal Injury Protecti	on (PIP)			
Personal Injury Protecti	on (PIP)	\$298		
Optional Coverages				
Towing And Labor Cos	t Each Disablement	\$32		
Veh 1 \$100				
Annual Premium Per V	Vehicle :	\$1,831		
Premium Adjustment fr	om 08/03/2021 to 04/30/20)22		
		VEH 1	VEH 2	
		\$128	\$3,024CR	

Total Adjustment: \$2,896.00CR

Total Annual Policy Premium: \$1,831.00

Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- Multi-Policy Discounts: Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.
- Rental Car Reimbursement: An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.
- *These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Change Detail

Changes made to your policy for: Policy Change 04

Remove Operator

Remove Multi-Car Discount

Policy Number: AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Change Detail (continued)

Eliminate Vehicle 2

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Automobile Amendatory Endorsement AS3743 06 18

Personal Injury Protection Coverage AS2090 12 20 Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99 Automatic Termination Endorsement AS1046 02 05

Mutual Holding Company 2340e

Uninsured Motorist Coverage - Stacked

AS2029 03 16

Split Liability Limits PP 03 09 04 86 Liability Coverage Exclusion Endorsement

PP 03 26 06 94

Loss Payable Clause PP 03 05 08 86

Towing and Labor Coverage AS2208FL 03 16

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

> James Muffee President

Secretary

This policy, including endorsements listed above, is countersigned by:

Authorized Representative

AOV-251-088380-90 1 2

1-800-2CLAIMS or LibertyMutual.com/claims





ACTION REQUIRED:

Call 1-800-225-8285

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Auto Policy Declarations Liberty Mutual Personal Insurance Company Total Annual Premium: \$5,747.00

Reason for your new declarations page: Policy Change 03 Please refer to the Change Detail section for more information.

Effective date of this change: 06/19/2021

32547-2102

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: AOV-251-088380-90 1 2 Rose Thompson Policy Number:

Mailing Address: 2 Allen Dr Policy Period: Coverage begins at the later of:

Fort Walton Beach FL (1) 12:01 AM on 04/30/2021, or (2)

The time that the application for

insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 AM on 04/30/2022

Declarations Effective: 06/19/2021 Affinity Affiliation:

EverQuote

Vehicles Covered by Your Auto Policy

	YEAR	MAKE		MODEL	VEHICLE ID NUMBER
1	2016	NISSAN		VERSA	3N1CN7AP3GL823184
2	2018	NISSAN		SENTRA	3N1AB7AP2JY221340
Driv	er Information				
	NAME	STATE		NAME	STATE
1	Rose Thompson	FL	2	Jakeria Bell	GA

To ensure proper coverage, please contact us to add drivers not listed above.



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Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it

Policy Number: AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

meets your needs.

VEH 1 VEH 2 2016 2018 **NISSAN NISSAN VERSA SENTRA**

Anti-Theft Discount

Policy Discounts

Early Shopper Discount

Vehicle Safety Discount

- Multi Car Discount
- Preferred Payment Discount
- Good Payer Discount
- Online Quote Discount
- Violation Free Discount
- Homeowner Discount
- Paperless Discount

Policy Benefits

Accident Forgiveness:

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMI	LIMITS		PREMIUM PER VEHICLE	
			VEH 1 2016 NISSAN VERSA	VEH 2 2018 NISSAN SENTRA	
A. Liability					
Bodily Injury	\$ \$	10,000 Each Person 20,000 Each Accident	\$477	\$663	
Property Damage	\$	10,000 Each Accident	\$330	\$506	

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 9 of 65

Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Coverage Information continued

COVERAGE	LIMI	TS	PREMIUN	1 PER VEHICLE	
			VEH 1 2016 NISSAN VERSA	VEH 2 2018 NISSAN SENTRA	
C. Uninsured Motorists					
Uninsured Motorists Bodily Injury	\$ \$	10,000 Each Person 20,000 Each Acciden	\$524 t	\$986	
D. Coverage for Damage to	Your A	uto			
Collision Actual Cash Value Less Deductible Shown Veh 2 \$500			Not Purchased*	\$1,122	
Other Than Collision Actual Cash Value Less Deductible Shown Veh 2 \$500			Not Purchased*	\$311	
Personal Injury Protection (PIP)				
Personal Injury Protection (I	PIP)		\$302	\$487	
Optional Coverages					
Towing And Labor Cost Eac Veh 1 \$100		olement 2 \$100	\$27	\$12	
Annual Premium Per Vehicle:			\$1,660	\$4,087	
Premium Adjustment from	06/19/2	021 to 04/30/2022			
			VEH 1 \$470	VEH 2 \$880	
Total Adjustment, \$1 250 (20				

Total Adjustment: \$1,350.00

Total Annual Policy Premium: \$5,747.00

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Want to Add a Coverage?
Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it

meets your needs.

Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- Multi-Policy Discounts: Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.
- Rental Car Reimbursement: An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: AMERICAN CREDIT ACCEPTANCE	06/2027
Change Detail	
Changes made to your policy for: Policy Change 03	
 Remove Personal Injury Protection Deductible from Vehicle 	Change Personal Injury Protection
Add Uninsured Motorist Stacking to Vehicle	Add Uninsured Coverage to Vehicle 1,2
Policy Forms and Endorsements: The following forms and	d endorsements are applicable to your policy.
Automobile Amendatory Endorsement AS3743 06 18	Uninsured Motorist Coverage - Stacked AS2029 03 16
Personal Injury Protection Coverage AS2090 12 20	Split Liability Limits PP 03 09 04 86
Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99	Full Windshield Coverage PP 03 25 08 86
Liability Coverage Exclusion Endorsement PP 03 26 06 94	Automatic Termination Endorsement AS1046 02 05
Loss Payable Clause PP 03 05 08 86 Towing and Labor Coverage AS2208FL 03 16	Mutual Holding Company 2340e

^{*}These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Report a Claim: Policy Number: AOV-251-088380-90 1 2 1-800-2CLAIMS or LibertyMutual.com/claims

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

gams orachee	Madely
President	Secretary
This policy, including endorsements listed above,	Stopelon
is countersigned by:	Authorized Representative

Policy Number:

AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims





ACTION REQUIRED:

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Auto Policy Declarations Liberty Mutual Personal Insurance Company Total Annual Premium: \$4,183.00

Reason for your new declarations page: Policy Change 02 Please refer to the Change Detail section for more information.

Effective date of this change: 06/16/2021

32547-2102

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: AOV-251-088380-90 1 2 Rose Thompson Policy Number:

Mailing Address: 2 Allen Dr Policy Period: Coverage begins at the later of:

Fort Walton Beach FL (1) 12:01 AM on 04/30/2021, or (2)

The time that the application for

insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will

expire at 12:01 AM on 04/30/2022

Declarations Effective: 06/16/2021 Affinity Affiliation:

EverQuote

Vehicles Covered by Your Auto Policy

	YEAR	MAKE		MODEL	VEHICLE ID NUMBER
1	2016	NISSAN		VERSA	3N1CN7AP3GL823184
2	2018	NISSAN		SENTRA	3N1AB7AP2JY221340
Driv	er Information				
	NAME	STATE		NAME	STATE
1	Rose Thompson	FL	2	Jakeria Bell	GA

To ensure proper coverage, please contact us to add drivers not listed above.



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Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Want to Add a Coverage?
Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

VEH 1 VEH 2 2016 2018 NISSAN NISSAN VERSA SENTRA

Anti-Theft Discount

Policy Discounts

· Early Shopper Discount

Vehicle Safety Discount

Multi Car Discount

• Preferred Payment Discount

Good Payer Discount

Online Quote Discount

Violation Free Discount

Homeowner Discount

· Paperless Discount

Policy Benefits

Accident Forgiveness:

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMI	LIMITS		PREMIUM PER VEHICLE		
			VEH 1 2016 NISSAN VERSA	VEH 2 2018 NISSAN SENTRA		
A. Liability						
Bodily Injury	\$ \$	10,000 Each Person 20,000 Each Accident	\$477	\$663		
Property Damage	\$	10,000 Each Accident	\$330	\$506		

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 14 of 65

e 1:23-mi-99999-UNA Document 22 verage? Policy Number:

AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Want to Add a Coverage?
Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Coverage Information continued

COVERAGE	LIMITS	PREMIUM	PER VEHICLE	
		VEH 1 2016 NISSAN VERSA	VEH 2 2018 NISSAN SENTRA	
D. Coverage for Damage to Y	our Auto			
Collision Actual Cash Value Less Deductible Shown Veh 2 \$500		Not Purchased*	\$1,122	
Other Than Collision Actual Cash Value Less Deductible Shown Veh 2 \$500		Not Purchased*	\$311	
Personal Injury Protection (PI	P)			
Personal Injury Protection (PII \$1000 Deductible Applies To		\$282	\$453	
Optional Coverages Towing And Labor Cost Each Veh 1 \$100	Disablement Veh 2 \$100	\$27	\$12	
Annual Premium Per Vehicle	9:	\$1,116	\$3,067	
Premium Adjustment from 06	6/16/2021 to 04/30/2022			
		VEH 1 \$40CR	VEH 2 \$1,587	

Total Adjustment: \$1,547.00

Total Annual Policy Premium: \$4,183.00

Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

• Multi-Policy Discounts: Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 15 of 65

Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs. Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Additional Coverages and Products Available* (continued)

• Rental Car Reimbursement: An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: AMERICAN CREDIT ACCEPTANCE	06/2027
Change Detail	
Changes made to your policy for: Policy Change 02	
 Add Operator to Vehicle 	Substitute Vehicle 2
Policy Forms and Endorsements: The following forms and	endorsements are applicable to your policy.
Automobile Amendatory Endorsement AS3743 06 18 Split Liability Limits PP 03 09 04 86	Personal Injury Protection Coverage AS2090 12 20 Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Full Windshield Coverage PP 03 25 08 86	Liability Coverage Exclusion Endorsement PP 03 26 06 94
Automatic Termination Endorsement AS1046 02 05 Mutual Holding Company 2340e	Loss Payable Clause PP 03 05 08 86 Towing and Labor Coverage AS2208FL 03 16

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above, is countersigned by:

Authorized Representative

^{*}These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims





ACTION REQUIRED:

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Auto Policy Declarations Liberty Mutual Personal Insurance Company Total Annual Premium: \$2,405.00

Reason for your new declarations page: Policy Change 01 Please refer to the Change Detail section for more information.

Effective date of this change: 05/20/2021

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Rose Thompson Policy Number: AOV-251-088380-90 1 2

Mailing Address: 2 Allen Dr Policy Period: Coverage begins at the later of:

Fort Walton Beach FL (1) 12:01 AM on 04/30/2021, or (2)

32547-2102 The time that the application for

insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 AM on 04/30/2022

expire at 12:01 AM on 04/30/2022

Declarations Effective: 05/20/2021
Affinity Affiliation: EverQuote

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER		
1	2016	NISSAN	VERSA	3N1CN7AP3GL823184		
2	2012	CHEVROLET	MALIBU	1G1ZE5E06CF271492		
Driv	Driver Information					
	NAME	STATE	NAME	STATE		
1	Rose Thompson	FL				

To ensure proper coverage, please contact us to add drivers not listed above.



Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 17 of 65

Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number: AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

VEH 1 VEH 2 2016 2012 NISSAN CHEVROL **VERSA** MALIBU

Vehicle Safety Discount

Policy Discounts

- Early Shopper Discount
- Multi Car Discount
- Preferred Payment Discount
- Good Payer Discount
- · Online Quote Discount
- · Violation Free Discount
- Homeowner Discount
- · Paperless Discount

Policy Benefits

Accident Forgiveness:

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMI	TS	PREMIUN	M PER VEHICLE	
			VEH 1	VEH 2	
			2016	2012	
			NISSAN	CHEVROL	
			VERSA	MALIBU	
A. Liability					
Bodily Injury	\$	10,000 Each Person	\$536	\$616	
	\$	20,000 Each Accident			
Property Damage	\$	10,000 Each Accident	\$326	\$391	
D. Coverage for Damag	e to Your A	uto			
Collision			Not	Not	
		I	Purchased*	Purchased*	

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Policy Number:

AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Coverage Information continued

Want to Add a Coverage?

meets your needs.

Call 1-800-225-8285 to talk to

your agent about the availability

of this coverage and whether it

COVERAGE	LIMITS	PREMIUN	PREMIUM PER VEHICLE	
		VEH 1	VEH 2	
		2016	2012	
		NISSAN	CHEVROL	
		VERSA	MALIBU	
Personal Injury Prote	ction (PIP)			
Personal Injury Prote	ction (PIP)	\$275	\$237	
\$1000 Deductible A	pplies To Named Insured			
Optional Coverages				
Towing And Labor C Veh 1 \$100	ost Each Disablement	\$24		
Annual Premium Pe	er Vehicle:	\$1,161	\$1,244	
Premium Adjustment	from 05/20/2021 to 04/30/2022	2		
		VEH 1		
		\$70		

Total Adjustment: \$70.00

Total Annual Policy Premium: \$2,405.00

Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- Multi-Policy Discounts: Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.
- Rental Car Reimbursement: An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.

Change Detail

Changes made to your policy for: Policy Change 01

Remove RightTrack Vehicle 1

^{*}These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Policy Number: AOV-251-088380-90 1 2 Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Automobile Amendatory Endorsement AS3743 06 18 Split Liability Limits PP 03 09 04 86

Liability Coverage Exclusion Endorsement PP 03 26 06 94 Mutual Holding Company 2340e

Personal Injury Protection Coverage AS2090 12 20 Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99 Automatic Termination Endorsement AS1046 02 05

Towing and Labor Coverage AS2208FL 03 16

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

> ans marker President Secretary Authorized Representative

This policy, including endorsements listed above, is countersigned by:

Policy Number:

AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims





ACTION REQUIRED:

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Auto Policy Declarations Liberty Mutual Personal Insurance Company Total Annual Premium: \$2,331.00

Fort Walton Beach FL

32547-2102

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Rose Thompson Policy Number: AOV-251-088380-90 1 2

Mailing Address: 2 Allen Dr Policy Period: Coverage begins at the later of:

(1) 12:01 AM on 04/30/2021, or (2) The time that the application for

insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 AM on 04/30/2022

Declarations Effective: 04/30/2021 Affinity Affiliation: EverQuote

Vehicles Covered by Your Auto Policy

	The state of the s					
	YEAR	MAKE	MODEL	VEHICLE ID NUMBER		
1	2016	NISSAN	VERSA	3N1CN7AP3GL823184		
2	2012	CHEVROLET	MALIBU	1G1ZE5E06CF271492		
Driv	er Information					
	NAME	STATE	NAME	STATE		
1	Rose Thompson	FL				

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

VEH 1 VEH 2 2016 2012 NISSAN CHEVROL VERSA MALIBU

RightTrack® Discount

Vehicle Safety Discount

Case 1:23-mi-99999-UNA Document 22-3 Filed 01/03/23 Page 21 of 65

Policy Number:

AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Want to Add a Coverage?
Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

DISCOUNTS AND BENEFITS SECTION continued

Policy Discounts

Multi Car Discount

- · Early Shopper Discount
- Good Payer Discount
- Online Quote Discount
- Preferred Payment Discount
 Violation Free Discount
- · Homeowner Discount
- · Paperless Discount

Policy Benefits

Accident Forgiveness:

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMITS		PREMIUM PER VEHICLE		
			VEH 1 2016 NISSAN VERSA	VEH 2 2012 CHEVROL MALIBU	
A. Liability					
Bodily Injury	\$ \$	10,000 Each Person 20,000 Each Accident	\$493	\$616	
Property Damage	\$	10,000 Each Accident	\$298	\$391	
D. Coverage for Damage	to Your A	uto			
Collision			Not Purchased*	Not Purchased*	
Personal Injury Protection	n (PIP)				
Personal Injury Protection (PIP)			\$275	\$237	
\$1000 Deductible Applie	s To Name	ed Insured			
Optional Coverages					
Towing And Labor Cost Each Disablement Veh 1 \$100			\$21		
Annual Premium Per Ve	ehicle :		\$1,087	\$1,244	

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Want to Add a Coverage? Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number: AOV-251-088380-90 1 2

Report a Claim: 1-800-2CLAIMS or LibertyMutual.com/claims



Coverage Information continued

Total Annual Policy Premium: \$2,331.00

Additional Coverages and Products Available*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- Multi-Policy Discounts: Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.
- Rental Car Reimbursement: An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.
- *These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Automobile Amendatory Endorsement AS3743 06 18 Personal Injury Protection Coverage AS2090 12 20 Split Liability Limits PP 03 09 04 86 Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99

Liability Coverage Exclusion Endorsement Automatic Termination Endorsement AS1046 02 05 PP 03 26 06 94 Mutual Holding Company 2340e

Towing and Labor Coverage AS2208FL 03 16

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

> James Marker Secretary

This policy, including endorsements listed above, is countersigned by:

Authorized Representative



LibertyGuard Auto Policy

Please read your policy and each endorsement carefully.

To serve you best...

Liberty Mutual has over 300 offices throughout the United States. Please contact your service office shown on your Declarations Page to report losses, or for any changes or questions about your insurance. Payments should be sent to the office indicated on your bill.

THIS POLICY IS NONASSESSABLE

Liberty Mutual Insurance Group

LIBERTYGUARD AUTO POLICY QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address Your Auto or Trailer Policy Period Coverages and Amounts of Insurance

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^{*}These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.



AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A. Throughout this policy, "you" and "your" refer to:
 - The "named insured" shown in the Declarations; and
 - The spouse if a resident of the same household.
- B. "We", "us" and "our" refer to the Company providing this insurance.
- **C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:
 - Under a written agreement to that person; and
 - For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- **E.** "Business" includes trade, profession or occupation.
- F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. "Occupying" means in, upon, getting in, on, out or off.
- **H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I. "Trailer" means a vehicle designed to be pulled by a:
 - 1. Private passenger auto; or
 - 2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J. "Your covered auto" means:
 - 1. Any vehicle shown in the Declarations.
 - 2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto; or

- b. a pickup or van that:
 - (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- 3. Any "trailer" you own.
- 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. breakdown; d. loss; or

b. repair; e. destruction.

c. servicing;

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.



PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
 - You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 - 2. Any person using "your covered auto".
 - For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

- Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- 4. Up to \$50 a day for loss of earnings, but not other income, because of

- attendance at hearings or trials at our request.
- **5.** Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
 - 1. Who intentionally causes "bodily injury" or "property damage".
 - For "property damage" to property owned or being transported by that "insured".
 - 3. For "property damage" to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;

that "insured".

This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

- 4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
- **6.** While employed or otherwise engaged in the "business" of:
 - a. selling;
- d. storing; or
- b. repairing;
- e. parking;
- c. servicing;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. you;
- b. any "family member"; or
- c. any partner, agent or employee of you or any "family member".
- 7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6.



This exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that:
 - (1) You own; or
 - (2) You do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. breakdown; d. loss; or
 - b. repair; e. destruction; or
 - c. servicing;
- c. "Trailer" used with a vehicle described in a. or b. above.
- 8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- **9.** For "bodily injury" or "property damage" for which that "insured":
 - a. is an insured under a nuclear energy liability policy; or
 - would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters: or
- Nuclear Insurance Association of Canada.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
 - 1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - Is designed mainly for use off public roads.

This exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. To any "trailer".
- 2. Any vehicle, other than "your covered auto", which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
- 3. Any vehicle, other than "your covered auto", which is:
 - a. owned by any "family member"; or
 - furnished or available for the regular use of any "family member".

However, this exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. owned by a "family member"; or
- b. furnished or available for the regular use of a "family member".
- **4.** Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest, resulting from the "insureds" use.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the auto accident.
- **B.** We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (B.) will not change our total limit of liability.
- **C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part B or Part C of this policy; or
 - Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 - A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 - A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.



B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
 - 1. Caused by accident; and
 - 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means:
 - 1. You or any "family member":
 - a. while "occupying"; or
 - b. as a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
 - 2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- Sustained while "occupying" any motorized vehicle having fewer than four wheels.
- Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
- Sustained while "occupying" any vehicle located for use as a residence or premises.
- Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- **5.** Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
- 6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by any "family member"; or

- b. furnished or available for the regular use of any "family member".
- However, this exclusion (6.) does not apply to you.
- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
- **10.** From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
- **11.** Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 - any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";



- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - Part A or Part C of this policy; or
 - Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 - 1. Sustained by an "insured"; and
 - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:
 - 1. You or any "family member".
 - Any other person "occupying" "your covered auto".
 - Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- **C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - To which no bodily injury liability bond or policy applies at the time of the accident.
 - To which a bodily injury liability bond or policy applies at the time of the accident.

In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.

- **3.** Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. a vehicle which you or any "family member" are "occupying"; or

- c. "your covered auto".
- **4.** To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- Owned by or furnished or available for the regular use of you or any "family member".
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- **3.** Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- **5.** Designed mainly for use off public roads while not on public roads.
- **6.** While located for use as a residence or premises.

EXCLUSIONS

- **A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 - By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 - If that "insured" or the legal representative settles the "bodily injury" claim without our consent.



- 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.2.) does not apply to a share-the-expense car pool.
- Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- **D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

 Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle

- under any insurance providing coverage on either a primary or excess basis.
- Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
 - Whether that "insured" is legally entitled to recover damages; or
 - As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - Whether the "insured" is legally entitled to recover damages; and



2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
 - Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":
 - Missiles or falling objects;
 Hail. Water or flood;
 - Fire;
 Malicious mischief or vandalism
 - **3.** Theft or larceny; **8.** Riot or civil commotion:
 - 4. Explosion or earthquake;9. Contact with bird or animal; or
 - **5.** Windstorm; **10.** Breakage of glass. If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- C. "Non-owned auto" means:
 - Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
 - Any auto or "trailer" you do not own while used as a temporary substitute for

"your covered auto" which is out of normal use because of its:

- a. breakdown;
- d. loss; or
- b. repair;
- e. destruction.
- c. servicing;

TRANSPORTATION EXPENSES

In addition, we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

- Temporary transportation expenses incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
- 2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for loss of use expenses if the loss is caused by:
 - a. Other than "collision" only if the Delcarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

If the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

- 1. Beginning 48 hours after the theft; and
- 2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace



the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

- Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
- 2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing;
 - mechanical or electrical breakdown or failure; or
 - d. road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

- 3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);
 - d. civil war;
 - e. insurrection; or
 - f. rebellion or revolution.

4. Loss to:

- a. Any electronic equipment designed for the reproduction of sound, including, but not limited to:
 - (1) radios and stereos;
 - (2) tape decks; or
 - (3) compact disc players;
- Any other electronic equipment that receives or transmits audio, visual or data signals, including, but not limited to:
 - (1) citizens band radios;
 - (2) telephones;
 - (3) two-way mobile radios;
 - (4) scanning monitor receivers;
 - (5) television monitor receivers;
 - (6) video cassette recorders;
 - (7) audio cassette recorders; or
 - (8) personal computers;
- tapes, records, discs, or other media used with equipment described in a. or b.; or
- d. any other accessories used with equipment described in a. or b.

This exclusion (4.) does not apply to:

- equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
 - (1) The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
 - (2) The equipment is:
 - (a) Removable from a housing unit which is permanently installed in the auto;
 - (b) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (c) In or upon "your covered auto" or any "non-owned auto";

at the time of the loss.

- b. any other electronic equipment that is:
 - (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
 - (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.
- 5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities. This exclusion (5.) does not apply to the

This exclusion (b.) does not apply to the interests of Loss Payees in "your covered auto".

- 6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:
 - a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
- Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- 8. Loss to:
 - a. awnings or cabanas; or



- b. equipment designed to create additional living facilities.
- Loss to equipment designed or used for the detection or location of radar or laser.
- 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. special carpeting and insulation, furniture or bars:
 - b. facilities for cooking and sleeping;
 - c. height-extending roofs; or
 - d. custom murals, paintings or other decals or graphics.
- 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. selling;
- d. storing; or
- b. repairing;
- e. parking;
- c. servicing;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
- 13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest, resulting from the

"insureds" use.

- **14.** Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. you; or
 - b. any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - Actual cash value of the stolen or damaged property;

- 2. Amount necessary to repair or replace the property with other property of like kind and quality.
 - However, the most we will pay for loss to any "non-owned auto" which is a trailer is \$500.
- **B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- **1.** You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- **3.** Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may request an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and



2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - Submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same.
 - 4. Authorize us to obtain:
 - a. medical reports; and

- b. other pertinent records.
- Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 - Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
 - Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 - Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 - Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - The place of principal garaging of insured vehicles;
 - 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under



Part A, no legal action may be brought against us until:

- We agree in writing that the "insured" has an obligation to pay; or
- The amount of that obligation has been finally determined by judgment after trial.
- **B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- **B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - Hold in trust for us the proceeds of the recovery; and
 - **2.** Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- **A.** This policy applies only to accidents and losses which occur:
 - During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

- **A. Cancellation.** This policy may be cancelled during the policy period as follows:
 - 1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or

- giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. at least 20 days notice in all other cases.
- **3.** After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) during the policy period; or
- (2) since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. if the policy was obtained through material misrepresentation.
- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:
 - 1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
 - 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.
- C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.



If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

- The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
- The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- **B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

*MUTUAL POLICY CONDITIONS

Dand Mo Jan

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors.

This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.

< < Variable Field Signature > >

SECRETARY



AUTOMOBILE AMENDATORY ENDORSEMENT - FLORIDA

AS 3743 06 18

I. DEFINITIONS

The Definitions section is revised as follows:

The definition of Item J. "Your Covered Auto" is replaced with the following:

- J. "Your covered auto" means:
 - Any vehicle shown in the Declarations.
 - 2. A "newly acquired auto".
 - 3. Any "trailer" you own.
 - 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This provision (4.) does not apply to Coverage For Damage To Your Auto.

The following Definitions are added:

- K. "Newly acquired auto":
 - "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - Has a Gross Vehicle Weight of less than 10,000 lbs.;
 and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

For this definition to apply to a "newly acquired auto", which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a "newly acquired auto" is provided as described

below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a "newly acquired auto" that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the newly acquired auto, a Collision deductible of \$500 will apply.



- for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- L. "Emergency medical condition"

"Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- 1. Serious jeopardy to patient health.
- 2. Serious impairment to bodily functions.
- 3. Serious dysfunction of any bodily organ or part.
- M. "Personal vehicle sharing program"

"Personal vehicle sharing program" means a legal entity, qualified to do "business" in this state and engaged in the "business" of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state, which includes a written agreement between the individual and legal entity advising of the terms of use.

N. "Transportation network platform"

"Transportation network platform"

means an online-enabled application or

digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. PART A - LIABILITY COVERAGE

INSURING AGREEMENT

Item B.2. of the Insuring Agreement is deleted and replaced by the following:

2. Any person using "your covered auto" with your express or implied permission.

EXCLUSIONS

Exclusion A.5. is deleted and replaced by the following:

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person for compensation in connection with a commercial ridesharing program, whether or not a passenger is "occupying" the vehicle. This exclusion (A.5.) does not apply to a share-the-expense car pool.

Exclusion A.7.b. is deleted and replaced by the following:

b. Pickup or van:

Under Exclusion A.8., the following is added:

This exclusion does not apply to a "family member" using your "covered auto" which is owned by you.

Exclusion A.10. is added as follows:

10. For "bodily injury" or "property damage" arising out of a criminal act or omission of an "insured". This exclusion only applies to the "insured" whose criminal act or omission causes the "bodily injury" or "property damage" and will not be based solely on an arrest or the issuance of a citation. In addition, this exclusion applies only to the portion of damages that are in excess of the minimum limits of liability coverage required by the Financial Responsibility Law of Florida. However, this exclusion (10.) does not apply to traffic violations.



Exclusion B.4. is deleted and replaced by the following:

- 4. Any vehicle operated by an "insured" while it is:
 - a. Located inside a facility designed for racing, for the purpose of preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) Race activity; or
 - (2) Speed, performance, stunt, or demolition contest or exhibition; or
 - Participating in a high performance driving or racing instruction course or school.

This exclusion does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event.

Exclusion B.5. is added as follows:

- 5. "Your covered auto" while it is:
 - a. Enrolled in a "personal vehicle sharing program" under the terms of a written agreement; or
 - Being used in connection with such "personal vehicle sharing program" by anyone other than you or any "family member".

However, this exclusion applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Financial Responsibility Law of Florida.

The Other Insurance section is deleted and replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto" shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

 The vehicle is leased by you under a written rental or lease agreement; and 2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible liability insurance of any authorized rental or leasing driver is primary for the limits of liability coverage required by FLA. STAT. SECTIONS 324.021(7) and 627.736, Florida Statutes, (F.S).

III. PART B - MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

Item A. of the Insuring Agreement is deleted and replaced by the following:

- A. We will pay usual and customary charges incurred for necessary medical and funeral services because of "bodily injury":
 - 1. Caused by accident; and
 - 2. Sustained by an "insured".

Medical Payments Coverage does not cover:

- Massage, regardless of the person, entity or licensee providing massage, and a licensed massage therapist may not be reimbursed for medical benefits.
- 2. Acupuncture, regardless of the person, entity or licensee providing acupuncture, and a licensed acupuncturist may not be reimbursed for medical benefits.

We will pay only those expenses:

- Incurred for services rendered within three (3) years from the date of the accident; and
- The initial services and care were received within 14 days after the motor vehicle accident.

We have the right to review medical expenses and services to determine if they are reasonable and necessary for the "bodily injury" sustained.

Item B.2. of the Insuring Agreement is deleted.

EXCLUSIONS

Exclusion 2. is deleted and replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance.



This includes but is not limited to any period of time while it is being used by any person for compensation in connection with a commercial ridesharing program, whether or not a passenger is "occupying" the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.

Under Exclusion 7., the following is added:

This exclusion does not apply to a "family member" using your "covered auto" which is owned by you.

Exclusion 8.b. is deleted and replaced by the following:

b. pickup or van;

Exclusion 11. is deleted and replaced by the following:

- 11. Sustained while "occupying" any vehicle operated by the "insured" while it is:
 - a. located inside a facility designed for racing, for the purpose of preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition; or
 - b. participating in a high performance driving or racing instruction course or school.

This exclusion does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event.

Exclusion 12. is added as follows:

- 12. Under Medical Payments benefits:
 - massage, regardless of the person, entity or licensee providing massage, and a licensed massage therapist may not be reimbursed for medical benefits.
 - acupuncture, regardless of the person, entity or licensee providing acupuncture, and a licensed acupuncturist may not be reimbursed for medical benefits.

Exclusion 13. is added as follows:

- 13. Sustained while occupying, or when struck by, "your covered auto" while it is:
 - a. enrolled in a "personal vehicle sharing program" under the terms of a written agreement; or
 - b. being used in connection with such "personal vehicle sharing program" by anyone other than you or any "family member".

Exclusion 14. is added as follows:

14. Arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime.

This exclusion only applies to the "insured" whose criminal act or omission causes the "bodily injury" or "property damage" and will not be based solely on an arrest or the issuance of a citation". However, this exclusion 14. does not apply to traffic violations.

LIMIT OF LIABILITY

Paragraph A. is deleted and replaced by the following:

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations: or
 - 4. Vehicles involved in the accident.

The maximum limit of liability for the total of all medical payment benefits shown in the Schedule or Declarations is the total aggregate limit for medical payment benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy, if the insured receives initial services and care within 14 days after the motor vehicle accident.



Paragraphs C., D. and E. are added as follows:

- C. No one will be entitled to receive supplemental payment under Medical Payments Coverage for claims in excess of Personal Injury Protection Coverage limits if they did not sustain an 'Emergency medical condition'.
- D. Any amounts payable under this coverage shall be subject to Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers.
- E. Any amounts payable under this coverage shall not exceed the prescribed Schedule of Maximum Charges for such medical expenses as prescribed by the Florida Motor Vehicle No-Fault Law.

We will limit reimbursement of medical expenses to a properly billed reasonable charge, but in no event will we pay more than the following schedule of maximum charges:

- For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- 3. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
- For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.

- 5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - a. The participating physicians fee schedule of Medicare Part B, except as provided in subsubparagraphs b. and c.
 - Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - c. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, we will limit reimbursement to the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule in effect from March 1st of the year in which services, supplies or care is rendered, until March 1st of the following year, and for the area in which such services were rendered, except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.



The Other Insurance section is deleted and replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

Medical Payments Coverage under this policy shall be excess over "medical benefits" of all Personal Injury Protection Coverage available from all sources.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

Paragraph A. is deleted and replaced by the following:

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, subject to "Customized Equipment Coverage", minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
 - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto" we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

The following Customized Equipment Coverage provision is added under Part D: CUSTOMIZED EQUIPMENT COVERAGE

- A. We will pay up to \$500 for theft or damage to "customized equipment" if the loss is caused by:
 - 1. Other than "collision" only if the Declarations indicate that Other

Than Collision Coverage is provided for that auto.

2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a "non-owned auto" keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for "your covered auto" or any "non-owned auto".

- B. "Customized equipment" means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:
 - are permanently installed or attached by bolts or brackets;
 - are removable from a housing unit that is permanently installed inside the auto;
 - 3. are permanently bonded to the vehicle by an adhesive or welding procedure; or
 - 4. change the appearance or performance of the vehicle including but not limited to any additions or alterations to the chassis engine, exterior or interior of the auto.

This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered "customized equipment".

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio,



visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered "customized equipment".

- C. If you have purchased additional coverage for "customized equipment" we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.
- D. The most we will pay for parts, equipment and accessories that are:
 - not installed by the auto manufacturer or dealer and
 - 2. permanently installed in or upon the auto is the actual cash value of the vehicle not including such parts, equipment and accessories.

Transportation Expenses is deleted and replaced by the following:

TRANSPORTATION EXPENSES

In addition, we will pay up to \$15 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies in the event of the total theft of "your covered auto".

We will pay only transportation expenses incurred during the period:

- Beginning 48 hours after the theft; and
- Ending when "your covered auto" is returned to use or we pay for its loss.

EXCLUSIONS

Exclusion 1. is deleted and replaced by the following:

 Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used for compensation in connection with a commercial ridesharing program, whether or not a passenger is "occupying" the vehicle. This exclusion (1.) does not apply to a share-the-expense car pool.

Exclusion 4. is deleted and replaced by the following:

- 4. Loss to equipment that is not permanently installed in or upon "your covered auto" or any "nonowned auto". This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. radios and stereos;
 - b. tape decks;
 - c. compact disc players and burners;
 - d. digital video disc (DVD) players and burners;
 - e. citizens band radios;
 - f. scanning monitor receivers;
 - g. television monitor receivers;
 - h. global positioning system (GPS) receivers and/or components;
 - i. video cassette players and recorders;
 - j. audio cassette recorders; or
 - k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

Exclusion 13. is deleted and replaced by the following:

- 13. Loss to "your covered auto" or any "non-owned auto" operated by an "insured" while it is:
 - a. located inside a facility designed for racing, for the purpose of preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition; or
 - b. participating in a high performance driving or racing instruction course or school.



This exclusion does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event.

The following Exclusions are added:

- 15. We will not pay for loss to customized equipment in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.
- 16. We will not pay for loss to tapes, records, discs or other media used with any sound reproducing or other electronic equipment.
- 17. Loss to "your covered auto" or any "non-owned auto" which arises out of a criminal act or omission of an "insured". This exclusion only applies to the "insured" whose criminal act or omission causes the "bodily injury" or "property damage" and will not be based solely on an arrest or the issuance of a citation". However, this exclusion (17.) does not apply to traffic violations.
- 18. Loss to "your covered auto" or "non-owned auto" while being used in a "personal vehicle sharing program". This exclusion only applies when "your covered auto" or any non-owned auto is being used by someone other than "you" or a "family member" in connection with a "personal vehicle sharing program". In addition, loss to or loss of use of a non-owned auto is only excluded when the provisions of the "personal vehicle sharing program" preclude the recovery of such loss of use from "you" or that "family member".

LIMIT OF LIABILITY

Item A. is deleted and replaced by the following:

- A. At our option, our limit of liability for loss will be the lowest of:
 - 1. The actual cash value of the stolen or damaged property;
 - a. The amount necessary to repair or replace the property with other property of like kind and quality;

- b. Determination of the cost of repair or replacement will be based upon one of the following:
 - the cost of repair or replacement agreed upon by you and us;
 - (2) an estimate written based upon the prevailing competitive price. You agree with us that we may include the estimate parts furnished by the original vehicle manufacturer parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or
- 3. The limit of liability shown in the Declarations.

Item B. is deleted and replaced by the following:

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any "customized equipment".

Appraisal is deleted and replaced by the following:

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may request an appraisal of the loss, however both parties must agree to the appraisal. Upon notice of a request for appraisal, the opposing party may, prior to appraisal, request mediation of the dispute in accordance with the Mediation provision contained in Part F of the policy. The mediation must be completed before a request for appraisal can be made.
- B. In the event of a request for appraisal, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the



amount of loss. If they fail to agree, they will submit their differences to the umpire.

A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of our rights under this policy by agreeing to an appraisal.
- V. PART E DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

Item A. is deleted and replaced by the following:

A. We have no duty to provide coverage under this policy only if the failure to comply with the following duties is prejudicial to the company:

Paragraph B. is deleted and replaced by the following:

- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle, when reasonably possible, covered by this policy, recorded interviews at a reasonable location, while not in the presence of any other person or establishment making a claim or claiming benefits. This is not intended to prevent the presence of the insured's or claimants personal representative. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - To physical and mental exams by physicians we select under terms we require. We will pay for these exams. If that person unreasonably refuses to submit

- to an exam, we will not be liable for subsequent medical payments benefits.
- b. To interviews and recorded statements without the need for us to conduct an examination under oath. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.
- c. To examination under oath and subscribe to the same. The examination under oath may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to audio or video recording.
- 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle, except data recorded by a Global Positioning System (GPS).
- 5. Submit a proof of loss when required by us.
- VI. PART F GENERAL PROVISIONS

Part F is amended as follows:

CHANGES

Items A. and B. are deleted and replaced by the following:

- A. This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other



appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:

- The number, type or use classification of insured vehicles;
- Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses.
- 3. The location where your vehicle is principally garaged.
- 4. Customized equipment or parts.
- 5. The persons who regularly operate a covered auto.

You also agree to disclose all licensed drivers residing in your household.

The Fraud provision is deleted and replaced by the following:

FRAUD

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. We may void this policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made, at the time changes were requested, or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

The Termination provision is deleted and replaced by the following:

TERMINATION

- A. Cancellation. This policy may be cancelled during the policy period as follows:
 - 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or

b. Giving us advance written notice of the date cancellation is to take effect.

2. The named insured:

- a. May not cancel this policy, if this policy provides Personal Injury Protection coverage, or Property Damage Liability coverage, or both during the first 60 days immediately following the date of issuance or renewal unless:
 - (1) "Your covered auto" has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - (2) The named insured transfers ownership of "your covered auto"; or
 - (3) The named insured obtains other insurance on "your covered auto"; or
 - (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
- May cancel for any reason after this policy is in effect for 60 days.
- 3. When this policy has been in effect for less than 60 days, we may cancel for any reason, except we may not cancel:
 - a. for nonpayment of premium, during the first 60 days following the date of issuance. However, we may cancel if a check used to pay us is dishonored for any reason, or for any other type of premium payment that was subsequently determined to be rejected or invalid.
 - b. based on the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".
- 4. After this policy is in effect for 60 days, we will cancel only:
 - a. For nonpayment of premium; or



- b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred during:

- (1) The policy period; or
- (2) The 180 days immediately preceding the original effective date of the policy; or
- For material misrepresentation or fraud by you with respect to any material fact in obtaining, changing, renewing this policy or with submitting any claim.
- 5. Except as provided in Paragraph 6, we may cancel by mailing by registered or certified mail, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service to the named insured shown in the Declarations at the address shown in the policy:
 - At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days notice in all other cases.
- 6. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
 - Pay the additional premium and maintain this policy in full force under its original terms; or
 - b. Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

B. Nonrenewal

If we decide not to renew or continue this policy we will mail advance notice to the named insured shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail, United States Post Office proof of mailing or other mailing using the Intelligent Mail barcode (IMb) or other similar tracking method used or approved by the United States Postal Service.

If the policy period is:

- Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
- 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

We will not refuse to renew or continue this policy solely because:

- You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
 - a. Two such traffic violations within an 18 month period;
 - b. Three or more such traffic violations within a 36 month period; or
 - Exceeding the lawful speed limit by more than 15 miles per hour; or
- You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.
- 3. Of the lawful use, possession, or ownership of a firearm or ammunition by an "insured" or household member of an "insured".



C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

- D. Other Termination Provisions
 - We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
 - If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
 - 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
 - 4. Computed premium will be refunded within 30 days after the effective date of the policy cancellation should the insured cancel their policy. If the insurer initiates cancellation returned premium will be sent within 15 days after the effective date of the policy cancellation.

TRANSFER OF YOUR INTEREST IN THIS POLICY

The opening paragraph of item A. is deleted and replaced by the following:

A. Your duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

The following provisions are added: MEDIATION

In any claim filed with us for:

- 1. Loss resulting from "bodily injury" in an amount of \$10,000 or less;
- 2. "Property damage"; or
- Loss to "your covered auto" or any "non-owned auto";

either party may demand mediation of the claim, prior to taking legal action, by filing a written request with the Department of Financial Services on a form which may be obtained from the Department. The request must state:

- Why mediation is being requested; and
- 2. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated. The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participates must:

- Have authority to make a binding decision; and
- 2. Mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

SUNSET PROVISION

In the event that Florida's personal injury protection (PIP) coverage is no longer in effect or deemed non-mandatory by law, statute, or rule, we reserve the right to modify your rates, rules, and coverage on a mid-term basis if allowed by Florida law. The following coverages may be subject to change:

Part A - Liability Coverage

Part B - Medical Payment Coverage

Part C - Uninsured Motorist Coverage

Personal Injury Protection Coverage

Modifications may affect your premium. You will be issued written notification within 30 days of any modifications made under this provision.

DUTY TO REPORT CHANGES

You must promptly report to us all changes, including additions and deletions,



in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

- 1. your residence address;
- 2. operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
- 3. the location where your vehicle is principally garaged;

- the persons who regularly operate a covered auto;
- 5. the driver's license or operator's permit status of you, a relative, or a resident of your household.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

*MUTUAL POLICY CONDITIONS

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors. (Dividends are not guaranteed.)

This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - FLORIDA

AS 2090 12 20

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

Benefits	Limit Of Liability	
Medical Expenses	No specific dollar amount	
Work Loss	No specific dollar amount	
Replacement Services	No specific dollar amount	
Accidental Death	\$ 5,000	
Maximum Limit For The Total Of All	\$10,000	
Personal Injury Protection Benefits for an "Emergency medical condition" Maximum Limit For The Total Of All Personal Injury Protection Benefits for all other "bodily injury"	\$2,500	
Personal Injury Protection Coverage Deductible		
As indicated below or in the Declarations, all expenses and losses described under required personal injury protection in FLA. STAT. S.627.736(1) are subject to a deductible of \$ applicable to:		
□ The "named insured".□ The "named insured" and any dependent "family member".		
Exclusion Of Work Loss		
Work loss does not apply as indicated below or in the Declarations: ☐ Work loss will not be provided for the "named insured". ☐ Work loss will not be provided for the "named insured" and any dependent "family member".		

I. DEFINITIONS

The Definitions section is amended as follows:

- A. For the purposes of this endorsement, a "motor vehicle" shall be deemed to be owned by a person if that person:
 - 1. Holds the legal title to such vehicle.
 - 2. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
 - **3.** Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Has an option to purchase; and
 - **b.** Is for a period of at least 6 months.
 - **4.** Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - a. Does not have an option to purchase;

- b. Is for a period of at least 6 months; and
- **c.** Requires the lessee to secure insurance.
- **B.** The following definitions are replaced:
 - "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.
 - 2. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
 - 3. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - a. A premium is charged; or



- b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".
- C. The following definitions are added:
 - "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with the generally accepted standards of medical practice;
 - Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.
 - 2. "Emergency medical condition" means а medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - **a.** Serious jeopardy to patient health.
 - **b.** Serious impairment to bodily functions.
 - Serious dysfunction of any bodily organ or part.
 - 3. "Motor vehicle" means:
 - a. Any self-propelled vehicle with 4 or more wheels which is:
 - (1) Designed; and
 - (2) Required to be licensed;

for use on Florida highways.

 Any trailer or semi-trailer designed for use with such vehicle. However, "motor vehicle" does not include:

- a. Any motor vehicle which is:
 - Used in mass transit other than public school transportation;
 - (2) Designed to transport more than 5 passengers (excluding the operator); and
 - (3) Owned by a:
 - (a) Municipality;
 - (b) Transit authority; or
 - (c) Political subdivision of the state.
- b. A mobile home.
- 4. "Named insured" means:
 - a. The person named in the Declarations; or
 - **b.** That person's spouse, if a resident of the same household.
- "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.
- D. "Insured" as used in this endorsement means:
 - The "named insured" or any "family member" while:
 - a. "Occupying" a "motor vehicle"; or
 - b. A "pedestrian" struck by a "motor vehicle".
 - 2. Any other person while:
 - a. "Occupying" "your covered auto"; or
 - A "pedestrian" struck by "your covered auto".

II. PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. We will pay in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or



for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the ownership, maintenance or use of a "motor vehicle".

- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
 - Medical expenses, 80% of reasonable expenses for "medically necessary":
 - a. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services; and
 - b. Prosthetic devices.

Medical expenses shall only be reimbursed for such services and care that are lawfully provided, supervised, ordered, or prescribed by a health care provider or facility authorized under Florida's Motor Vehicle No-Fault Law.

- 2. Work loss. With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.
- 3. Replacement services. With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".
- 4. Accidental death. A death benefit.

EXCLUSIONS

- A. We do not provide Personal Injury Protection Coverage for any "insured":
 - While operating "your covered auto" without the "named insured's" express or implied consent.

- 2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:
 - a. Intentionally causing "bodily injury" to himself; or
 - **b.** While committing a felony.
- 3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law.
- 4. Other than the "named insured" or any "family member", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.
- **5.** Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.
- **B.** We do not provide Personal Injury Protection Coverage for:
 - 1. The "named insured" or any "family member" while "occupying" a "motor vehicle" which is:
 - a. Owned by the "named insured"; and
 - **b.** Not a "your covered auto" under this policy.
 - 2. Any "pedestrian", other than the "named insured" or any "family member" who is not a legal resident of Florida.
- **C.** Under Personal Injury Protection we do not provide coverage for:
 - Massage, regardless of the person, entity or licensee providing massage, and a licensed massage therapist may not be reimbursed for medical benefits.
 - 2. Acupuncture, regardless of the person, entity or licensee providing acupuncture, and a licensed acupuncturist may not be reimbursed for medical benefits.



LIMIT OF LIABILITY

- A. The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:
 - 1. "Insureds";
 - 2. Policies or bonds applicable;
 - 3. Vehicles involved; or
 - 4. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown in the Schedule or Declarations is the total aggregate limit for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy if the insured receives initial services and care within 14 days after the motor vehicle accident.

- **B.** Any coverage provided under Part **C** of this policy shall be excess over any personal injury protection benefits paid or payable.
- C. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any Workers' compensation law.
- D. Any amounts payable under this coverage shall be subject to Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers.
- E. The amount of any deductible shown in the Schedule or Declarations must be applied to 100 percent of the following required personal injury protection related expenses and losses:
 - 1. The total amount otherwise payable under this coverage for:
 - a. Medical expenses;
 - b. Work loss; and
 - c. Replacement services;

for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.

F. Any amounts payable under this coverage for medical expenses shall not exceed the prescribed Schedule of Maximum Charges for such medical expenses as prescribed by the Florida Motor Vehicle No-Fault Law.

We will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will we pay more than 80 percent of the following schedule of maximum charges:

- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- b. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002(9), Florida Statutes, provided in a facility licensed under Chapter 395, Florida Statutes, rendered by a physician or dentist. and related hospital inpatient services rendered by a physician or dentist, the usual and charges customary in the community.
- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under



- I. The participating physicians fee schedule of Medicare Part B, except as provided in subparagraphs II and III.
- II. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
- III. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B. we will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes. and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the year in which the services, supplies, or care was rendered until March 1 of the following year and for the area in which such services, supplies, or care were rendered, except that it may not be less than the allowable amount under the participating physicians schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

OTHER INSURANCE

A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim.

- B. If an "insured" sustains "bodily injury" while:
 - 1. "Occupying"; or
 - Struck by a "motor vehicle" rented or leased under a rental or lease agreement;

the personal injury protection benefits afforded under the lessor's policy shall be primary.

This provision (**B**.) does not apply if the face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by FLA. STAT. SECTION 627.736 and SECTION 324.021(7).

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

The following language is added to Part E - Duties After An Accident Or Loss:

- E. Any "insured", including an omnibus insured, seeking Personal Injury Protection coverage must also:
 - 1. Cooperate with in the us investigation, settlement, or defense of any claim or suit. Investigation includes, but is not limited to, recorded interviews within 30 days of our request at a reasonable location, while not in the presence of anv other person establishment making a claim or claiming benefits. This is not intended to prevent the presence of the insured's or claimants personal representative. The recorded interview may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to recorded interviews.
 - 2. Promptly give us written proof of claim include:
 - a. Full details of the nature and extent of the injuries and treatment received and contemplated; and



- b. Any other information which may assist us in determining the amount due and payable.
- 3. As often as we reasonably require, submit to examination under oath within 30 days of our request at a reasonable location, while not in the presence of any other "insured" and sign the transcribed document after review. The examination under oath may be recorded by audio, video, court reporter or any combination thereof; however, medical examinations are not subject to audio or video recording.

The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

- **4.** Submit as often as we reasonably require to mental or physical exams. We will:
 - a. Pay for these exams; and
 - Forward a copy of the medical report to that person if requested.

If that person unreasonably refuses to submit to an exam, we will not be liable for subsequent personal injury protection or medical payments benefits.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

A. The **Fraud** provision is replaced by the following:

FRAUD

We do not provide Personal Injury Protection Coverage for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, and if the fraud is:

- 1. Admitted to in a sworn statement by the "insured"; or
- **2.** Established in a court of competent jurisdiction.

Any insurance fraud shall void all Personal Injury Protection Coverage for an "insured" if that "insured" has committed, by a material act or omission, any insurance fraud relating to Personal Injury Protection Coverage under this policy, and if the fraud is:

- 1. Admitted to in a sworn statement by the "insured"; or
- 2. Established in a court of competent jurisdiction.

Any insurance fraud shall void all Personal Injury Protection Coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of "insured's", fraud shall be recoverable from that "insured".

If we have a reasonable belief that a fraudulent insurance act has been committed, we will notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, we will have an additional 60 days to conduct a fraud investigation. No later than 90 days after the submission of the claim, we will deny the claim or pay the claim with simple interest. Interest shall assessed from the day the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Investigative and Forensic Services.

The following provision is added:

B. LOG OF BENEFITS PAID

We will create and maintain for each insured a log of personal injury protection benefits paid by us on behalf of the insured. If litigation is commenced, then we will provide to the "insured" a copy of the log within 30 days after receiving a request for same.

C. Paragraph A. of the Legal Action Against Us provision is replaced by the following:

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this



policy. In addition, no legal action may be brought against us:

- Until the claim for benefits is overdue in accordance with the provisions of paragraph E.1. of Part F; and
- Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and
- 3. With respect to the overdue claim specified in the demand letter, if we have:
 - a. Paid the overdue claim; or
 - **b.** Agreed to pay for future treatment not yet rendered.

Within 30 days from the date of receipt of the demand letter by us, in accordance with the requirements of the Florida Motor Vehicle No-Fault Law. The demand letter shall be mailed to us by U.S. certified mail or registered mail, return receipt requested.

D. Paragraph B. of the Policy Period and Territory provision is replaced by the following:

POLICY PERIOD AND TERRITORY

- **B.** The policy territory is:
 - 1. Florida.
 - The United States of America, its territories or possessions or Canada.

This provision (**B.2**.) applies only to:

- a. The "named insured" or any "family member" while "occupying" "your covered auto"; or
- **b.** The "named insured" while "occupying" a "motor vehicle":
 - (1) Owned by any "family member"; and
 - (2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law;

E. The Our Right To Recover Payment provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another we shall, to the extent of our payment, be subrogated to that right. That person shall:
 - Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and
 - **2.** Do nothing after loss to prejudice these rights.
- B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:
 - 1. "Occupying"; or
 - 2. A "pedestrian" struck by;

a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, we shall, to the extent of our payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.

F. The following provisions are added:

PAYMENT OF BENEFITS

- Benefits payable under this coverage will be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault Law.
- 2. We may, at our option, pay any medical expense benefits to the:
 - a. "Insured"; or
 - Person or organization providing services or supplies for such benefits.

However, we will not pay:

- **a.** A claim or charges for such benefits made by a:
 - (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or



- (2) Person making the claim on behalf of such broker.
- b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:
 - (1) But is not so licensed; or
 - (2) That is otherwise operating in violation of the Florida Health Care Clinic Act.
- **c.** A claim or charges for such benefits:
 - (1) For any service or treatment that was not lawful at the time rendered;
 - (2) To any person who knowingly submits a false or misleading statement relating to the claim or charges;
 - (3) With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5) (d);
 - (4) For any service or treatment that is:
 - (a) Upcoded;
 - (b) That is unbundled when such treatment or service should be bundled:
 - in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;
 - (5) For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
 - (a) Are actually rendered by the physician or are incident to the physician's professional services; and
 - (b) Are included on the physician's bill, including

documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.

- d. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
- e. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) or 817.505 in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a motor vehicle accident for the purpose of making:
 - (1) Motor vehicle tort claims; or
 - (2) Claims for personal injury protection benefits.
- f. If a medical services provider sues the "insured" because we refuse to pay medical expenses, which we deem to unreasonable or unnecessary, we will pay resulting defense costs and any resulting judgment against the "insured". We will choose the counsel. The "insured" must cooperate with us in the defense of any claim or lawsuit. We will pay other reasonable expenses incurred at our request.
- 3. If a person seeking Personal Injury Protection Coverage is injured while committing a felony, we shall withhold benefits until, at the trial level:
 - The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
 - b. The charge is dismissed; or
 - **c.** That person is acquitted.



NOTICE THAT POLICY LIMITS HAVE BEEN REACHED

Where a dispute exists between the "insured" and us, or between an assignee of the "insured's" rights and us, upon request, we will notify the "insured" or the assignee that the policy limits have been reached within 15 days after the limits have been reached.

REFUSAL TO SUBMIT TO MEDICAL EXAMINATION

If a person making a claim under Personal Injury Protection Coverage unreasonably refuses to submit to or fails to appear at a medical examination required by us, we shall not be liable for further payments under Personal Injury Protection Coverage. A refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable.

RIGHT OF REIMBURSEMENT FROM OWNER OR INSURER OF COMMERCIAL MOTOR VEHICLE

We shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the owner or insurer of a commercial motor vehicle, as defined under Florida Motor Vehicle No-Fault Law, as amended, if such injured person sustained "bodily injury" while "occupying" a commercial motor vehicle or as a "pedestrian" struck by a commercial motor vehicle. The right of reimbursement shall not apply to owners or registrants of motor vehicles being used as taxicabs as Florida defined in Statute 627.733(1)(b).

REJECTION OF CLAIM DUE TO ERROR IN THE CLAIM

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we will, at the time of the partial payment or rejection, provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, will have 15 days to

submit a revised claim, which shall be considered a timely submission of written notice of a claim.

MODIFICATION OF POLICY CHANGES

- 1. Any coverage provided under Parts B or C of this policy shall be excess over any personal injury protection benefits paid or payable.
- 2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part B shall pay for the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.
- 3. No coverage is provided under Part B for the amount of any applicable deductible under this coverage.

PROVISIONAL PREMIUM

- 1. In the event of any change in the:
 - a. Rules;
 - b. Rates;
 - c. Rating plan;
 - **d.** Premiums; or
 - e. Minimum premiums;

applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

- a. Part A;
- b. Part B; or
- c. Part C;

of this policy shall be deemed to be provisional and subject to recomputation.

If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance

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with the Florida Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.

3. If the final recomputed premium exceeds the premium shown in the

Declarations, the "named insured" shall pay us:

- a. The excess amount; and
- **b.** The amount of any return premium previously credited or refunded.

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SPLIT LIABILITY LIMITS

PP 03 09 04 86

SCHEDULE

Bodily Injury Liability	\$ each person
	\$ each accident
Property Damage Liability	\$ each accident

The first paragraph of the Limit of Liability provision in Part A is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto

accident. The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

- 1. "Insureds;"
- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

PERSONAL AUTO PP 13 01 12 99

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

PP 13 01 12 99

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY COVERAGE EXCLUSION ENDORSEMENT

PERSONAL AUTO PP 03 26 06 94

LIABILITY COVERAGE

The following exclusion is added to Part A, Section A:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

PP 03 26 06 94

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AUTOMATIC TERMINATION ENDORSEMENT

AS 1046 (Ed. 2-05)

The AUTOMATIC TERMINATION Provision in Part F of the policy is replaced with the following:

AUTOMATIC TERMINATION. If you obtain other insurance on "your covered auto," any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance. You are permitted by law to appeal this cancellation. An appeal must be filed no later than 20 days before the effective date of the cancellation set forth in this notice. Forms for such appeal and the regulations pertaining thereto may be obtained from the office. The office does not have the authority to extend the effective date of cancellation; therefore you should obtain replacement coverage prior to the effective date of the cancellation.



Notice of Membership in Liberty Mutual Holding Company Inc.

While this policy is in effect, the named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The named insured first named in the Declarations shall participate in the distribution of any dividends declared by us for this Policy. The amount of such Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

Any provisions in the policy relating to:

- 1. Membership in Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company; or
- 2. Entitlement to dividends as a member of Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company

are deleted and replaced by the preceding paragraphs.

2340e



TOWING AND LABOR COVERAGE - FLORIDA

AS 2208FL 03 16

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled due to mechanical or electrical breakdown. This includes:

- 1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
- 2. towing charges up to the amount shown on the policy Declarations Page when you either
 - a) arrange for the tow; or
 - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
- 3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

Coverage for 1., 2., and 3. above is limited to no more than four occurrences per vehicle in a 12 month policy period. In addition to the per vehicle limit, an additional four occurrences are granted per policy period.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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